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Attorneys for Defendants

Deutsche Bank National Trust Company, as Trustee, Under the Pooling and
 Servicing Agreement Dated as of November 1, 2006 Securitized Asset-Backed
 Receivables LLC Trust 2006-FR4 and Ocwen Loan Servicing, LLC

**UNITED STATES DISTRICT COURT OF CALIFORNIA
 CENTRAL DISTRICT, SOUTHERN DIVISION**

JOHN C HACKER III	)	CASE NO.: 8:12-CV-01017-DOC-JPR
)	
Plaintiff,	)	HON. DAVID O. CARTER
)	
v.)	
	)	DEFENDANT DEUTSCHE BANK
DEUTSCHE BANK NATIONAL	)	NATIONAL TRUST COMPANY,
TRUST COMPANY, as trustee, under	)	AS TRUSTEE, UNDER THE
the pooling and servicing agreement	)	POOLING AND SERVICING
dated as of November 1, 2006	)	AGREEMENT DATED AS OF
securitized asset-backed receivables	)	NOVEMBER 1, 2006
LLS Trust 2006-FR4 mortgage pass-	)	SECURITIZED ASSET-BACKED
through certificates, series 2006-FR4, a	)	RECEIVABLES LLC TRUST 2006-
business entity, Jurisdiction and Form	)	FR4 AND OCWEN LOAN
are unknown; T.D. SERVICE	)	SERVICING, LLC'S ANSWER TO
COMPANY OF ARIZONA, a	)	PLAINTIFF'S FIRST AMENDED
California corporation; TANANA	)	COMPLAINT
TRUST #912, TSS ENTERPRISES, as)	
trustee, a California Corporation;)	
OCWEN LOAN SERVICING, LLC, a)	
Florida Limited Liability Company;)	
MARK THOMAS POLLITT, an)	
individual California resident; and)	
DOES 1-10, inclusive,)	
)	
Defendants.)	

ANSWER

1 NOW COMES Defendants Ocwen Loan Servicing, LLC, (“Ocwen”) and
 2 Deutsche Bank National Trust Company, as Trustee, Under the Pooling and
 3 Servicing Agreement Dated as of November 1, 2006 Securitized Asset-Backed
 4 Receivables LLC Trust 2006-FR4 (“Deutsche Bank”) (collectively “Defendants”) and for their response to Plaintiffs’ First Amended Complaint (“Complaint”) states as follows:

7 **ANSWER**

8 In answering the Complaint, Defendants state that the State Court dismissed
 9 all claims except for Plaintiff’s alleged violation of RESPA, for an alleged failure
 10 to timely respond to a Qualified Written Request, brought under the unlawful
 11 prong of California Business and Professions Code § 17200, and as a result, any
 12 other allegations were dismissed, irrelevant and are not at issue and no response is
 13 required. Defendants state that it is responding to allegations on behalf of itself
 14 only, even where the allegations pertain to conduct by all Defendants. Defendants
 15 deny any and all allegations contained in the headings and/or unnumbered
 16 paragraphs in the Complaint. In response to the specific allegations in the
 17 enumerated paragraphs in the First Amended Complaint (“Complaint”) Defendants respond as follows:

19 **INTRODUCTION**

20 1. Defendants are without knowledge or information sufficient to form
 21 a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiff’s
 22 Complaint.

23 2. Defendants deny the allegations contained in Paragraph 2 of
 24 Plaintiff’s Complaint.

25 **JURISDICTION AND VENUE**

26 3. Defendants admit this Court has subject matter jurisdiction.
 27 Defendants are without knowledge or information sufficient to form a belief as to

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1 the truth of the remaining allegations contained in Paragraph 3 of Plaintiffs'
2 Complaint.

3 4. Defendants admit venue is proper in this Court. Defendants are
4 without knowledge or information sufficient to form a belief as to the truth of the
5 remaining allegations contained in Paragraph 4 of Plaintiffs' Complaint.

6 **PARTIES**

7 **PLAINTIFF:**

8 5. Defendants are without knowledge or information sufficient to form
9 a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's
10 Complaint.

11 **CORPORATE DEFENDANTS:**

12 6. Defendants admit DEUTSCHE BANK NATIONAL TRUST
13 COMPANY, AS TRUSTEE, UNDER THE POOLING AND SERVICING
14 AGREEMENT DATED AS OF NOVEMBER 1, 2006 SECURITIZED ASSET-
15 BACKED RECEIVABLES LLC TRUST 2006-FR4 is a business entity.

16 7. Defendants admit OCWEN LOAN SERVICING, LLC, is a limited
17 liability company incorporated in the State of Delaware.

18 8. Defendants are without knowledge or information sufficient to form
19 a belief as to the truth of the allegations contained in Paragraph 8 of Plaintiff's
20 Complaint. Defendant T.D. SERVICE COMPANY was dismissed and is no
21 longer a party to this action.

22 9. Defendants are without knowledge or information sufficient to form
23 a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's
24 Complaint. Defendant TANANA TRUST #912, TSS ENTERPRISES, AS
25 TRUSTEE, was dismissed and is no longer a party to this action.

26 **INDIVIDUAL DEFENDANT:**

27 10. Defendants are without knowledge or information sufficient to form
28 a belief as to the truth of the allegations contained in Paragraph 10 of Plaintiff's

1 Complaint. Defendant Mark Thomas Pollitt was dismissed and is no longer a
2 party to this action.

3 **DOE DEFENDANTS:**

4 11. Defendants are without knowledge or information sufficient to form
5 a belief as to the truth of the allegations contained in Paragraph 11 of Plaintiff's
6 Complaint. All Doe Defendants were dismissed and are no longer parties to this
7 action.

8 **FACTUAL ALLEGATIONS**

9 12. Defendants state that no response is required as no allegation is
10 made.

11 13. Defendants are without knowledge or information sufficient to form
12 a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's
13 Complaint.

14 14. Defendants are without knowledge or information sufficient to form
15 a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's
16 Complaint.

17 15. Defendants deny the allegations contained in Paragraph 15 of
18 Plaintiff's Complaint.

19 16. Defendants are without knowledge or information sufficient to form
20 a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's
21 Complaint.

22 17. Defendants admit that a Notice of Default and Election to Sell Under
23 Deed of Trust was recorded on August 3, 2009. Defendants are without
24 knowledge or information sufficient to form a belief as to the truth of the
25 remaining allegations contained in Paragraph 17 of Plaintiff's Complaint.

26 18. Defendants deny the allegations contained in Paragraph 18 of
27 Plaintiff's Complaint.

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1 19. Defendants deny the allegations contained in Paragraph 19 of
2 Plaintiff's Complaint.

3 20. Defendants deny the allegations contained in Paragraph 20 of
4 Plaintiff's Complaint.

5 21. Defendants deny the allegations contained in Paragraph 21 of
6 Plaintiff's Complaint.

7 22. Defendants deny the allegations contained in Paragraph 22 of
8 Plaintiff's Complaint.

9 23. Defendants are without knowledge or information sufficient to form
10 a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's
11 Complaint.

12 24. Defendants deny the allegations contained in Paragraph 24 of
13 Plaintiff's Complaint.

14 25. Defendants deny the allegations contained in Paragraph 25 of
15 Plaintiff's Complaint.

16 26. Defendants admit Ocwen began servicing Plaintiff's loan on or about
17 September 1, 2010. Defendants deny the remaining allegations contained in
18 Paragraph 26 of Plaintiff's Complaint.

19 27. Defendants deny the allegations contained in Paragraph 27 of
20 Plaintiff's Complaint.

21 28. Defendants deny the allegations contained in Paragraph 28 of
22 Plaintiff's Complaint.

23 29. Defendants deny the allegations contained in Paragraph 29 of
24 Plaintiff's Complaint.

25 30. Defendants admit that a Notice of Trustee's Sale was recorded on
26 February 10, 2011. Defendants deny the remaining allegations contained in
27 Paragraph 30 of Plaintiff's Complaint.

28 31. Defendants are without knowledge or information sufficient to form

1 a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's
2 Complaint.

3 32. Defendants are without knowledge or information sufficient to form
4 a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's
5 Complaint.

6 33. Defendants deny the allegations contained in Paragraph 33 of
7 Plaintiff's Complaint.

8 34. Defendants are without knowledge or information sufficient to form
9 a belief as to the truth of the allegations contained in Paragraph 34 of Plaintiff's
10 Complaint.

11 35. Defendants deny the allegations contained in Paragraph 35 of
12 Plaintiff's Complaint.

13 **FIRST CAUSE OF ACTION**

14 **UNFAIR COMPETITION BUSINESS AND PROFESSIONS CODE**

15 **SECTION 17200 ET SEQ.**

16 36. Defendants state that no response is required as no allegation is
17 made.

18 37. Paragraph 37 calls for a legal conclusion to which no response is
19 required.

20 38. Defendants state that the State Court dismissed all claims except for
21 Plaintiff's alleged violation of RESPA, for an alleged failure to timely respond to
22 a Qualified Written Request, brought under the unlawful prong of California
23 Business and Professions Code § 17200, and as a result, this allegation is
24 irrelevant, not at issue and no response is required.

25 39. Defendants state that the State Court dismissed all claims except for
26 Plaintiff's alleged violation of RESPA, for an alleged failure to timely respond to
27 a Qualified Written Request, brought under the unlawful prong of California
28 Business and Professions Code § 17200, and as a result, this allegation is

1 irrelevant, not at issue and no response is required. Defendants deny the
2 remaining allegations contained in Paragraph 39 of Plaintiff's Complaint.

3 a. Defendants state that the State Court dismissed all claims except for
4 Plaintiff's alleged violation of RESPA, for an alleged failure to
5 timely respond to a Qualified Written Request, brought under the
6 unlawful prong of California Business and Professions Code §
7 17200, and as a result, this allegation is irrelevant, not at issue and no
8 response is required.

9 b. Defendants state that the State Court dismissed all claims except for
10 Plaintiff's alleged violation of RESPA, for an alleged failure to
11 timely respond to a Qualified Written Request, brought under the
12 unlawful prong of California Business and Professions Code §
13 17200, and as a result, this allegation is irrelevant, not at issue and no
14 response is required.

15 c. Defendants state that the State Court dismissed all claims except for
16 Plaintiff's alleged violation of RESPA, for an alleged failure to
17 timely respond to a Qualified Written Request, brought under the
18 unlawful prong of California Business and Professions Code §
19 17200, and as a result, this allegation is irrelevant, not at issue and no
20 response is required.

21 d. Defendants state that the State Court dismissed all claims except for
22 Plaintiff's alleged violation of RESPA, for an alleged failure to
23 timely respond to a Qualified Written Request, brought under the
24 unlawful prong of California Business and Professions Code §
25 17200, and as a result, this allegation is irrelevant, not at issue and no
26 response is required.

27 e. Defendants state that the State Court dismissed all claims except for
28 Plaintiff's alleged violation of RESPA, for an alleged failure to

1 timely respond to a Qualified Written Request, brought under the
2 unlawful prong of California Business and Professions Code §
3 17200, and as a result, this allegation is irrelevant, not at issue and no
4 response is required.

5 f. Defendants state that the State Court dismissed all claims except for
6 Plaintiff's alleged violation of RESPA, for an alleged failure to
7 timely respond to a Qualified Written Request, brought under the
8 unlawful prong of California Business and Professions Code §
9 17200, and as a result, this allegation is irrelevant, not at issue and no
10 response is required.

11 g. Defendants deny the allegations contained in paragraph 39(g) of
12 Plaintiff's Complaint.

13 h. Defendants state that the State Court dismissed all claims except for
14 Plaintiff's alleged violation of RESPA, for an alleged failure to
15 timely respond to a Qualified Written Request, brought under the
16 unlawful prong of California Business and Professions Code §
17 17200, and as a result, this allegation is irrelevant, not at issue and no
18 response is required.

19 i. Defendants state that the State Court dismissed all claims except for
20 Plaintiff's alleged violation of RESPA, for an alleged failure to
21 timely respond to a Qualified Written Request, brought under the
22 unlawful prong of California Business and Professions Code §
23 17200, and as a result, this allegation is irrelevant, not at issue and no
24 response is required.

25 j. Defendants state that the State Court dismissed all claims except for
26 Plaintiff's alleged violation of RESPA, for an alleged failure to
27 timely respond to a Qualified Written Request, brought under the
28 unlawful prong of California Business and Professions Code §

1 17200, and as a result, this allegation is irrelevant, not at issue and no
2 response is required.

3 k. Defendants state that the State Court dismissed all claims except for
4 Plaintiff's alleged violation of RESPA, for an alleged failure to
5 timely respond to a Qualified Written Request, brought under the
6 unlawful prong of California Business and Professions Code §
7 17200, and as a result, this allegation is irrelevant, not at issue and no
8 response is required.

9 l. Defendants state that the State Court dismissed all claims except for
10 Plaintiff's alleged violation of RESPA, for an alleged failure to
11 timely respond to a Qualified Written Request, brought under the
12 unlawful prong of California Business and Professions Code §
13 17200, and as a result, this allegation is irrelevant, not at issue and no
14 response is required.

15 m. Defendants state that the State Court dismissed all claims except for
16 Plaintiff's alleged violation of RESPA, for an alleged failure to
17 timely respond to a Qualified Written Request, brought under the
18 unlawful prong of California Business and Professions Code §
19 17200, and as a result, this allegation is irrelevant, not at issue and no
20 response is required.

21 n. Defendants state that the State Court dismissed all claims except for
22 Plaintiff's alleged violation of RESPA, for an alleged failure to
23 timely respond to a Qualified Written Request, brought under the
24 unlawful prong of California Business and Professions Code §
25 17200, and as a result, this allegation is irrelevant, not at issue and no
26 response is required.

27 o. Defendants state that the State Court dismissed all claims except for
28 Plaintiff's alleged violation of RESPA, for an alleged failure to

1 timely respond to a Qualified Written Request, brought under the
2 unlawful prong of California Business and Professions Code §
3 17200, and as a result, this allegation is irrelevant, not at issue and no
4 response is required.

5 p. Defendants state that the State Court dismissed all claims except for
6 Plaintiff's alleged violation of RESPA, for an alleged failure to
7 timely respond to a Qualified Written Request, brought under the
8 unlawful prong of California Business and Professions Code §
9 17200, and as a result, this allegation is irrelevant, not at issue and no
10 response is required.

11 q. Defendants state that the State Court dismissed all claims except for
12 Plaintiff's alleged violation of RESPA, for an alleged failure to
13 timely respond to a Qualified Written Request, brought under the
14 unlawful prong of California Business and Professions Code §
15 17200, and as a result, this allegation is irrelevant, not at issue and no
16 response is required.

17 r. Defendants state that the State Court dismissed all claims except for
18 Plaintiff's alleged violation of RESPA, for an alleged failure to
19 timely respond to a Qualified Written Request, brought under the
20 unlawful prong of California Business and Professions Code §
21 17200, and as a result, this allegation is irrelevant, not at issue and no
22 response is required.

23 s. Defendants state that the State Court dismissed all claims except for
24 Plaintiff's alleged violation of RESPA, for an alleged failure to
25 timely respond to a Qualified Written Request, brought under the
26 unlawful prong of California Business and Professions Code §
27 17200, and as a result, this allegation is irrelevant, not at issue and no
28 response is required.

41. Defendants state that the State Court dismissed all claims except for Plaintiff's alleged violation of RESPA, for an alleged failure to timely respond to a Qualified Written Request, brought under the unlawful prong of California Business and Professions Code § 17200, and as a result, this allegation is irrelevant, not at issue and no response is required. Defendants deny the remaining allegations contained in paragraph 41 of Plaintiff's First Amended Complaint.

5 42. Defendants deny the allegations contained in Paragraph 42 of
6 Plaintiff's Complaint.

7 43. Defendants deny the allegations contained in Paragraph 43 of
8 Plaintiff's Complaint.

9 44. Defendants deny the allegations contained in Paragraph 44 of
10 Plaintiff's Complaint.

45. Defendants deny each and every allegation in the First Amended
Complaint not specifically admitted herein.

PRAYER FOR RELIEF

1 **AFFIRMATIVE DEFENSES**

2 Without assuming the burden of proof where it otherwise rests with
3 Plaintiffs, Defendants plead the following defenses to the Complaint:

4 **FIRST AFFIRMATIVE DEFENSE**

5 (Failure to State a Claim)

6 Plaintiff's Complaint, and every purported claim therein, fails to allege
7 facts sufficient to state a claim against Defendants. The complaint further fails to
8 state facts sufficient to entitle the Plaintiff to the relief sought, or to any relief
9 whatsoever, from Defendants.

10 **SECOND AFFIRMATIVE DEFENSE**

11 (RESPA)

12 Plaintiff did not provide Defendants with a qualified written request as
13 defined in 12 U.S.C. § 2605(e)(1)(B). Defendants have not violated any provision
14 of 12 U.S.C. § 2601, *et seq.*

15 **THIRD AFFIRMATIVE DEFENSE**

16 (Failure to Mitigate Damages)

17 Upon information and belief, Plaintiff has failed to exercise reasonable care
18 and diligence to avoid alleged losses and minimize damages and therefore may
19 not recover for losses, which could have been prevented by reasonable efforts on
20 his part or by expenditures that might reasonably have been made. Therefore,
21 Plaintiff's recovery, if any, should be reduced by the failure of Plaintiffs to
22 mitigate their alleged damages.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 (Waiver, Estoppel, Laches)

25 Plaintiff's cause of action against Defendants are barred by one or more of
26 the doctrines of waiver, estoppel, and/or laches. As a result of Plaintiff's conduct,
27 representations and omissions, Plaintiff has waived, relinquished and/or

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1 abandoned, and is equitably estopped to assert any claim for relief against
2 Defendants as alleged in the First Amended Complaint.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 (Unclean Hands)

5 Plaintiff's claims against Defendants are barred by the doctrine of unclean
6 hands.

7 **SIXTH AFFIRMATIVE DEFENSE**

8 (Acts of Third Parties)

9 Defendants are not liable for the acts, omissions, or conduct of other
10 persons or entities not authorized to act on behalf of Defendants and Defendants
11 are not liable for the acts, omissions, or conduct of its agents who exceeded the
12 scope of their authority.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 (Consent)

15 Plaintiff has at all times given his consent, express or implied, to any
16 conduct undertaken by Defendants.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 (Contributory/Comparative Fault)

19 The Complaint is barred by the fault and negligence of other persons or
20 entities and Plaintiff's damages, if any, should be apportioned according to the
21 principles of comparative fault.

22 **NINTH AFFIRMATIVE DEFENSE**

23 (Punitive Damages)

24 To the extent Plaintiff's First Amended Complaint seeks the imposition of
25 punitive damages, Defendants adopt by reference the defenses, criteria,
26 limitations, standards and constitutional protections mandated or provided by the
27 United States Supreme Court in the following cases: BMW v. Gore, 517 U.S.
28 559, (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923

(2001); State Farm v. Campbell, 538 U.S. 408 (2003) and SAFECO Insurance Co. of America v. Burr, 551 U.S. 47, 127 S. Ct. 2201 (2007).

TENTH AFFIRMATIVE DEFENSE

(Conformance with Contracts and Applicable Law)

Any and all conduct or activity by Defendants alleged in Plaintiff's First Amended Complaint conformed to any and all applicable contracts, statutes, codes, and regulations at all times relevant herein. Defendants have fully performed any and all contractual, statutory and other duties, if any, owed to Plaintiff, and Plaintiff is therefore estopped from asserting any Causes of Action against Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Plaintiff's First Amended Complaint and the Causes of Action alleged therein are barred by the applicable Statute of Limitation.

TWELFTH AFFIRMATIVE DEFENSE

(Equitable Estoppel)

Plaintiffs are barred from claiming or recovering any relief set forth in the First Amended Complaint and each and every cause of action alleged therein under the doctrine of Equitable Estoppel.

THIRTEENTH AFFIRMATIVE DEFENSE

(Default by Plaintiff)

Plaintiff's request for damages is precluded by Plaintiff's failure to perform under the agreement(s).

FOURTEENTH AFFIRMATIVE DEFENSE

(Failure to Provide an Offer of Restoration)

Plaintiff's failure to restore the indebtedness to Defendants precludes any relief Plaintiff's seek from Defendants.

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1 **FIFTEENTH AFFIRMATIVE DEFENSE**

2 (Unjust Enrichment)

3 Defendants allege that Plaintiff would be unjustly enriched if allowed to
4 recover anything by way of the First Amended Complaint.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 (Inequitable Conduct by Plaintiff)

7 Defendants allege that Plaintiffs claims are barred due to the inequitable
8 conduct by Plaintiff.

9 **SEVENTEENTH AFFIRMATIVE DEFENSE**

10 (No Duty)

11 Defendants did not owe any duty to Plaintiff concerning the alleged acts,
12 omissions, or claims made by Plaintiff.

13 **EIGHTEENTH AFFIRMATIVE DEFENSE**

14 (Conduct Not 'Unlawful')

15 Defendants' conduct is not unlawful in that Defendants complied with all
16 applicable statutes and regulations. Defendants are also exempt under the
17 applicable statutes and regulations, or exempt from compliance due to Plaintiff's
18 failure to comply with said statutes and regulations.

19 **NINETEENTH AFFIRMATIVE DEFENSE**

20 (Damages Not Recoverable Under §17200)

21 Damages are not recoverable under Bus. & Prof. Code §17200.

22 **TWENTIETH AFFIRMATIVE DEFENSE**

23 (Borrowed Claims Fail)

24 Plaintiff's Complaint and the cause of action alleging violations of Bus. &
25 Prof. Code §17200 are based on borrowed laws and since the borrowed laws fail,
26 so do the Bus. & Prof. Code §17200 claims.

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1 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

2 (Duties Discharged)

3 Defendants allege that prior to the commencement of this action,
4 Defendants duly satisfied and discharged all duties and obligations arising out of
5 any and all agreements, representations, contracts and/or imposed by any statute.

6 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

7 (Substantial Compliance With Law)

8 Defendants have substantially performed any and all contractual, statutory
9 and other duties, if any, owed to Plaintiff, and Plaintiff is therefore estopped to
10 assert any causes of action against Defendants.

11 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

12 (Reservation of Right to Assert Additional, Yet Unstated, Affirmative Defenses)

13 Defendants reserve the right to assert additional defenses which cannot now
14 be articulated due to Plaintiff's failure to particularize his claims and/or due to
15 Defendants' lack of knowledge of the circumstances surrounding Plaintiff's
16 claims. Defendants further allege that at this time, it has insufficient knowledge
17 or information on which to form a belief as to whether they may have additional,
18 as yet unstated, affirmative defenses available. Upon further particularization of
19 the claims by Plaintiff or upon discovery of further information concerning
20 Plaintiff's claims, Defendants expressly reserve the right to assert additional
21 defenses at a later time.

22 **WHEREFORE**, Defendants pray for judgment as follow:

- 23 1. Plaintiff takes nothing by way of his First Amended Complaint;
24 2. Judgment be entered in favor of Defendants;

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- 1 3. For attorneys fees and costs of suit incurred herein; and
2 4. For such other and further relief as this Court may deem just and
3 proper.

4 Dated: July 3, 2012

HOUSER & ALLISON
A Professional Corporation

6 /s/ Christopher R. Blevins
7 Christopher R. Blevins
8 Eric D. Houser
9 Attorneys for Defendants Deutsche Bank
10 National Trust Company, as Trustee, Under
11 the Pooling and Servicing Agreement Dated
12 as of November 1, 2006 Securitized Asset-
13 Backed Receivables LLC Trust 2006-FR4
14 Mortgage Pass-Through Certificates, Series
15 2006-FR4 and Ocwen Loan Servicing, LLC
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 9970 Research Drive, Irvine, California 92618.

On July 3, 2012, I served the following document(s):

DEFENDANT DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 1, 2006 SECURITIZED ASSET-BACKED RECEIVABLES LLC TRUST 2006-FR4 AND OCWEN LOAN SERVICING, LLC'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

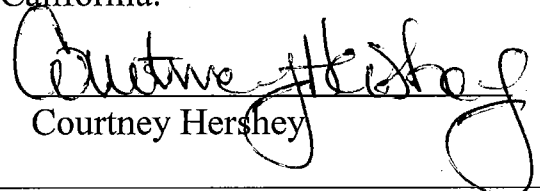
On the following interested parties in this action described as follows:

John C. Hacker III
17264 Euclid St., Apt. #A
Fountain Valley, CA 92708
Plaintiff

☒ **VIA FIRST CLASS MAIL**—By placing a true copy thereof enclosed in a sealed envelope(s) addressed as above, and placing each for collection and mailing on the date following ordinary business practices. I am readily familiar with my firm's business practice and collection and processing of mail with the United States Postal Service and correspondence placed for collection and mailing would be deposited with the United States Postal Service at Irvine, California, with postage thereon fully prepaid that same day in the ordinary course of business.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on July 3, 2012, in Irvine, California.


Courtney Hershey